

CITY OF LYFORD SUBDIVISION ORDINANCE
ORDINANCE No. 06-04-10-1
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SUBDIVISION RULES CITY OF LYFORD
ORDINANCE NO. 06-04-10-2

DIVISION 1. GENERAL AND ADMINISTRATIVE PROVISIONS.

Section 1.1 Authority and Scope of Rules.

These rules are adopted by the City of Lyford, Willacy County, Texas, under the authority of the Local Government Code, Chapter 212 and Water Code, §16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision that creates two or more lots of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

Section 1.2 Purpose.

In the interpretation and application of the provisions of these regulations, it is the intention of the City that the principles, standards and requirements provided for herein shall be minimum requirements for the platting and developing of subdivisions in the City of Lyford and its extraterritorial jurisdiction and, where other ordinances of the City are more restrictive in their requirements, such other ordinances shall control.

1. Promote and develop the utilization of land in a manner to assure the best possible community environment in accordance with the City's Comprehensive Plan.
2. Guide and assist the developers in the correct procedures to be followed and to inform them of the standards that shall be required.
3. Protect the public interest by supervising the location, design, class and type of streets, sidewalks, utilities, and essential areas and services required.
4. Protect and promote the health, safety, and general welfare.

Section 1.3 Effective Date.

These rules become effective on the 10th day of April, 2006.

Section 1.4 Repealer.

Provisions of Order(s) Number 93-1, adopted on the 12th day of July, 1993, and amendment Number 93-1-A adopted on the 13th day of November, 2000, are hereby repealed, except as to such sections which are retained herein.

Section 1.5 Plat Required

1. The owner of a tract of land located within the corporate limits and/or extraterritorial jurisdiction of a municipality that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds.

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These rules become effective on the _____ day of _____, _____. ✓

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2. No subdivided land shall be sold or conveyed until the subdivider:
 - A. Has received approval of a final plat of the tract; and
 - B. Has filed and recorded, with the county clerk of the county in which the tract is located, a legally approved plat.
3. A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.
4. If the final plat is a portion of a large tract owned by the applicant, a preliminary plat must be filed on the entire tract.

Section 1.6 Severability.

If any part or provision of these regulations, or application thereof, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The City hereby declares that it would have enacted the remainder of these regulations without any such part, provision or application.

DIVISION 2: DEFINITIONS.

Section 2.1 General

For the purposes of these Regulations, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section. Any office referred to in these Regulations by title means the person employed or appointed by the City in that position, or his duly authorized representative.

Section 2.2 Definitions

The following words and terms, when used in this Ordinance, shall have the following meanings, unless the context clearly indicates otherwise.

1. Acreage, Gross – The total acreage of a subdivision, including areas dedicated to the public use such as streets and vehicular easement right-of-way.
2. Acreage, Net – The total acreage of a subdivision less those areas dedicated to public use such as street and vehicular easement right-of-way.
3. Alley - A minor public right-of-way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a street.

4. Record Drawings/As Built Plans – The set of drawings of the paving, drainage, water and sewer improvements showing all changes made in the plans during construction and containing on each sheet an “Record Drawing” stamp bearing the signature of the engineer for the subdivider or developer and the date.
5. Bench Mark – A surveying term referring to a known point of reference as measured from mean sea level, by which other survey measurements can be based.
6. Block – A tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad right-of-way, shorelines of waterways, or boundary lines of municipalities.
7. Building – Any structure built for the support, shelter, or enclosure of persons, animals, chattels, or moveable property of any kind, and includes any structures.
 - A. Building, Principal – A principal building is one in which the primary use of the lot on which it is located is conducted.
 - B. Building, Accessory – A subordinate building located on the same lot as the principal building, the activity of which is clearly integral to the permitted use of the principal building.
8. Building Setback Lines – A line defining an area on the building lot between the street right-of-way or property line and the building line within which no building shall be constructed, encroach or project except as specifically authorized in an adopted ordinance of the City. (Building Setback Line is shown in Appendix 5)
 - A. Front Building Setback Line – A line parallel to the street right-of-way from which the building faces, and takes its primary access.
 - B. Side Building Setback Line – A line parallel to the property line with an adjacent lot or street right-of-way on a corner lot, from which the building sides.
 - C. Rear Building Setback Line – A line parallel to an adjacent lot line, alley, or street right-of-way line in the case of double frontage lots, from which the building backs up to and has its rear or secondary access.
9. City - The City of Lyford, Willacy County, Texas. Any reference to an act of the shall be deemed to include acts of the City Council, Board of Aldermen, or other such elected governing body of the City.
10. City Administrative Officer – The duly authorized employee or representative of the City in charge of the planning function for the City and charged with implementation and enforcement of the subdivision, zoning and other growth-related ordinances.
11. City Attorney – The officially recognized legal counsel of the City of Lyford.
12. City Engineer – The duly authorized person or duly licensed engineering firm in charge of engineering for the City, or their designated representative.
13. Colonia – Any Subdivision that lacks the required infrastructure (sewer, water, etc.) and fails to meet minimum subdivision requirements.

14. Commercial Development – Any development of which the primary use is of a commercial nature.
15. Commission – The Planning and Zoning Commission of the City of Lyford, Texas.
16. Comprehensive Plan – The phrase “Comprehensive Plan” shall be the Comprehensive Plan of the City and adjoining areas adopted by the City Planning and Zoning Commission and City Council, including all its revisions. The Plan indicates the general locations recommended for various land uses, transportation routes, public and private buildings, streets, parks and other public and private developments and improvements.
17. Construction Plans - The approved drawings and technical specifications including bid documents and contract conditions, where applicable, providing a graphic and written description of the character and scope of the work to be performed in construction of a subdivision, including the specific location and design of improvements to be installed in accordance with the requirements specified in these Regulations.
18. Council – The word “Council” or “City Council” shall be the duly elected governing body of the City of Lyford.
19. County – Willacy County, Texas.
20. Crosswalk – A marked pathway reserved for pedestrians and bicycles for crossing a street, which is located at the intersection of two or more streets, and may be electronically controlled.
21. Cul-de-Sac – A short street having but one outlet to another street and terminating on the opposite end by an appropriate vehicular turnaround. (Cul-de-Sac graphic shown in Appendix 5)
22. Dead-end Street – A street, other than a cul-de-sac, with only one outlet (Dead-end street graphic shown in Appendix 5)
23. Dedication – A gift or donation of property by the owner to the City of Lyford.
24. Density – The number of dwelling units per gross acre of subdivision, excluding any areas that are nonresidential in use.
25. Developer – An individual, partnership, corporation, or governmental entity undertaking the subdivision or improvement of land and other activities covered by these Regulations, including the preparation of a subdivision plat showing the layout of the land and the public improvements involved therein. The term “developer” is intended to include the term “subdivider” even though personnel in successive stages of a project may vary.
26. Development – Means the new construction or the enlargement of any exterior dimension of any building, structure or improvement.
27. Drainage Channel – A channel constructed for the purpose of collecting and discharging storm-water runoff.
28. Drainage (Right-of-Way) Easement – A strip of land intended to be occupied by a drainage channel or culvert and authorized by a property owner for the use by another for that specific purpose.

29. Drainage Plan – The drawings reflecting all drainage improvement to be made to a site in conformance with all requirements listed in these Regulations.
30. Drinking Water – All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.
31. Easement - An interest in land granted to the City, to the public generally, and/or to a private utility corporation, for installing or maintaining utilities across, over or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said utilities.
32. Engineer – A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
33. Escrow Agent – The official in charge of the deposit of cash with the local government in lieu of an amount required and still in force on a performance or maintenance bond.
34. Extraterritorial Jurisdiction – The unincorporated area, not a part of any other city, which is contiguous to the corporate limits of the City of Lyford, the outer limits of which are measured from the extremities of the corporate limits of the City outward for such distances as may be stipulated in the Texas Municipal Annexation Act in accordance with the total population of the incorporated City.
35. Final Plat - A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the county records and prepared as described in these regulations.
36. Flag Lot - A lot or parcel with less frontage on a public street than the rear and provides access to the bulk of the property by means of a narrow corridor.
37. Flood - A temporary rise in a stream level that results in inundation of areas not ordinarily covered by water.
38. Flood Plain – Any and all land area adjoining the channel of a river, stream, lake, watercourse, marshy area, or other drainage element, which has been or may be inundated by storm water runoff. The extent of the flood plain shall be determined by the crest of a flood having an average frequency of occurrence of once in one hundred (100) years, as established by the Federal Insurance Administration.
39. Floodway - The channel of a watercourse and portions of the adjoining flood plain that is reasonably required to carry and discharge the regulatory flood.
40. Grade – The slope of a road, street, or other public way, specified in percentage (%) terms.
41. Lot - An undivided tract or parcel of land having frontage on a public street and which is, or in the future may be offered for sale, conveyance, transfer or improvement, which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly

approved subdivision plat which has been properly filed for record. (Graphically shown in Appendix 5)

- A. Lot Depth – The length of a line connecting the midpoints of the front and rear lot lines.
 - B. Lot, Double Frontage or Through – Any lot, not a corner lot, with frontage on two streets which are parallel to each other or within forty-five (45) degrees of being parallel to each other.
 - C. Lot Frontage – The length of street frontage between property lines.
 - D. Lot, Irregular – Any lot not having equal front and rear lot lines, or equal side lot lines; a lot, the opposite lot lines of which vary in dimension and the corners of which have an angle of either more or less than ninety (90) degrees.
 - E. Lot Width – The average distance between the side lot lines, which normally is that distance measured along a straight line connecting the mid-point of the two side lot lines.
42. Lot of Record – A parcel of land which is part of a subdivision, the map or plat of which has been recorded in the office of the County Clerk of Willacy County; or a parcel of land not apart of an urban or town lot subdivision, the deed of which County, prior to the adoption date of this ordinance, which has not been divided since recording.
43. Major Outfall - A large pipe or open channel that has the capacity to accept drainage runoff collected through smaller system (pipes, manholes, inlets, gutters) from a given drainage basin and has the ability to convey the volume of runoff generated on such basin to a discharge point on a stream that becomes the ultimate receiver.
44. Monument – An object placed to mark a corner point, established by a survey or an agreement, upon the surface of the earth.
45. Natural Drainage – The drainage characteristics of an area prior to any improvements or modifications being made.
46. Non-Public Water System - Any water system supplying water for domestic purposes that is not a public water system.
47. Official Submission Date – The date upon which all required, completed materials for submission as described in these regulations have been transmitted to the City and all required fees paid.
48. OSSF - On-site sewage facilities as that term is defined in rules and/or regulations adopted by TCEQ, including, but not limited to, 30 TAC Chapter 285.
49. Person – Any individual, association, firm, corporation, governmental agency, or political subdivision.
50. Planning and Zoning Commission - The Planning and Zoning Commission of the City of Lyford.
51. Plat – A map, drawing, chart, or plan showing the exact layout and proposed construction of a proposed subdivision into lots, blocks, streets, parks, school sites, commercial or industrial sites,

drainage ways, easements, and/or any other elements as required by these Regulations, which a subdivider shall submit for approval in accordance with these Regulations.

52. Plat, Final – A Plat that has been submitted and approved in preliminary form, has been corrected by the applicant, has conformed to all of the provisions of these Regulations, and has been submitted for final approval of the Planning and Zoning Commission and City Council.
53. Plat, Preliminary – A Plat that is submitted to the City for its review of the concept and performance of the subdivision as related to the provisions of these Regulations. The preliminary plat and the review thereof are intended to produce a subdivision design in which all planning factors are recognized and reconciled, prior to submission of the Final Plat.
54. Platted – Recorded with the County in the official plat record.
55. Preliminary Plat Approval – Approval expressed by the City as to the arrangement and approximate size of streets, parks, reserves, easements, blocks, and lots indicated on a Preliminary Plat.
56. Public Right-of-Way – A strip of land used or intended to be used, wholly, or in part, as a public street, alley, crosswalk, sidewalk, drainage way or other public way.
57. Public Water System - A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control that are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms “individual” or “served,” an individual shall be deemed to be served by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.
58. Purchaser - Shall include purchasers under executory contracts for conveyance of real property.
59. Regulatory Flood - A flood which is representative of large floods known to have occurred generally in the area and reasonably characteristic of what can be expected to occur on a particular stream. The regulatory flood generally has a flood frequency of approximately 100 years determined from an analysis of floods on a particular stream and other streams in the same general region.
60. Regulatory Flood Protection Elevation- The elevation of the regulatory flood.
61. Replat – A Plat vacating an existing subdivision in lieu of a new pattern of development; the subdivision of an existing or duly recorded lot or lots, the combining of two or more lots to create one lot, the changing of street names, the addition or deletion of existing easements, or the subdividing of an existing platted but undeveloped subdivision into a new pattern of lots and

- blocks. A replat may not necessarily imply a re-subdivision if the actual lot configuration is not modified. See Re-subdivision.
62. Reserve Strip – A privately owned strip of land, normally one foot in depth, adjacent to a public right-of-way or easement preventing the extension of said right-of-way or easement without the expressed consent of the owner.
 63. Re-subdivision – A change in the approved and recorded subdivision plat if such change affects street layout, lot lines, lot configuration; or if it affects any map or plan legally recorded prior to the adoption of Subdivision Regulations. All re-subdivisions shall require replatting.
 64. Retail Public Utility - Any entity meeting the definition of a retail public utility as defined in Water Code, §13.002.
 65. Sanitarian - A person registered as a Professional Sanitarian by the Texas Department of Health under the authority of Texas Civil Statutes, Article 4477-3.
 66. Sewerage facilities - The devices and systems, which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.
 67. Shall/May – The word “shall” is always mandatory, while the word “may” is merely directory.
 68. Sidewalk – A paved pedestrian way generally located within public street right-of-way, but outside of the roadway, and built in accordance with City specifications.
 69. Site Plan – A map, drawing or chart showing the location of all existing and planned structures, landscaping, design ingress and egress, parking, height of structures and/or any other elements as required by these Regulations, and which a subdivider shall submit for approval in accordance with these Regulations.
 70. Street – A public right-of-way which provides primary vehicular access to adjacent land, whether designated as a street, highway, thoroughfare, parkway, throughway, avenue, lane, boulevard, road, place, drive, or however otherwise designated.
 - A. Street, Collector (Secondary) – A street whose primary function is to provide traffic movements throughout several residential districts and is intended as a connecting street between residential districts and business districts or major streets.
 - B. Street, Major/Arterial – A Street whose primary function is to provide traffic movement between major traffic generators such as principal neighborhoods, commercial centers, and industrial areas, and to connect with surrounding municipalities.
 - C. Street, Minor (Local) - A Street primarily used for access to abutting residential property and circulation of traffic within residential neighborhoods. The street is of a width and design to discourage through traffic, thereby protecting the residential area.
 - D. Street, Private or Service Drive – A vehicular access way under private ownership and maintenance that has not been dedicated to the City and accepted by the City.

- E. Street Width - The total width of the actual street, including concrete curb and gutter on both sides of the pavement. "Street width" is measured from back of curb to back of curb.
71. Subdivider - Any owner of land or authorized agent thereof proposing to subdivide or dividing land so as to constitute a subdivision.
72. Subdivision - Any tract of land divided into two or more parts that result in the creation of two or more lots of five acres or less intended for residential purposes. A subdivision includes re-subdivision (replat) of land that was previously divided. A division of a tract or parcel of land for the purpose (whether immediate or future) of sale of residential, commercial or industrial lots.
73. Surveyor - A licensed State Land surveyor or a Registered Professional Land Surveyor, as authorized by State statute to practice the profession of surveying.
74. TAC - Texas Administrative Code, as compiled by the Texas Secretary of State.
75. TCEQ - Texas Commission on Environmental Quality.
76. Thoroughfare Plan - The street plan, which is part of the Comprehensive Plan of the City of Lyford.
77. Unopened Street or Alley - A designated street or alley, unimproved and not open to vehicular traffic.
78. Vacate - To cancel, rescind, or render an act that has the effect of voiding a subdivision Plat, portion thereof, or easement as recorded in the County Clerk's office.
79. V.T.C.A. - Vernon's Texas Codes Annotated.
80. Water Facilities - Water facilities - Any devices and systems that are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.
81. Yard - A required open space, other than a court, unoccupied and unobstructed by any structure or portion of a structure from the general ground level of the graded lot upward; provided however that fences, walls, poles, posts, and other customary yard accessories, ornaments, and furniture are not deemed to be obstruction if height limitations and requirements limiting obstruction of visibility are observed.

DIVISION 3: PLATTING PROCEDURE

Section 3.1 Pre-Application Conferences.

The subdivider shall avail himself of the advice and assistance of the City Administrative Officer or other persons designated by the City Administrative Officer to become familiarized with the City's development regulations. At such meeting, the general character of the development should be discussed as it relates to the City's Comprehensive Plan, utility policies, street policies, other ordinances, development policies and fees, and any other pertinent factors relating to the proposed subdivision plans.

If the property to be platted extends into the City's extraterritorial jurisdiction, the subdivider should be informed to consult with the County Judge or his/her designated appointee on county subdivision regulations.

His land planner, engineer or surveyor, may represent the subdivider at the Pre-Application Conference.

Section 3.2 Preliminary Plat Procedure and Requirements.

1. Using information obtained from the pre-application conference and information within these regulations, the subdivider shall prepare a preliminary plat together with plans and other supplementary material as applicable in other sections of these regulations.
2. The subdivider shall submit a written request to the City of Lyford to process the preliminary plat. This request shall include a copy of existing or proposed deed restrictions, a listing of adjacent property owners and other property owners within two hundred (200) feet of the property to be subdivided with addresses as recorded by the County Clerk, a check in the amount of the filing fee, the name of the owner and address. If the owner is a partnership, corporation, or other legal entity other than an individual, the name of the responsible individual such as president or vice-president must be given.
3. The prepared preliminary plat shall be prepared on sheets at a maximum size of twenty four inches (24) by thirty six inches (36) and at a scale of one inch equals one hundred (1"=100') feet or greater. The preliminary plat shall be detailed to include the following:
 - A. The plat scale, north arrow, date, name of the owner and subdivider and the name of the Registered Public Surveyor, Registered Professional Engineer or Land Planner responsible for the design of the plat.
 - B. Proposed name of the subdivision, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision within the City or within its extraterritorial jurisdiction.
 - C. Names and recording information for contiguous subdivisions shall be drawn on the proposed plat at the same scale and shown in dotted lines. If adjoining property is not subdivided, a brief legal description and recording information of deeds to adjoining properties shall be provided.
 - D. Heavy lines shall indicate subdivision boundary lines, and the computed acreage of the subdivision must be provided on the plat.
 - E. A number or letter to identify each lot or site and each block should be shown on the plat.
 - F. Building setback lines shall be shown.
 - G. The plat shall show the exact location, dimensions, name and description of all existing or recorded streets, alleys, reservations, easements or other public rights-of-way within the subdivision, intersecting or contiguous with its boundaries or forming such boundaries.
 - H. The plat shall show the exact location, dimensions, description of all existing or recorded lots, parks, public areas, permanent structures, existing water courses, irrigation canals, drainage structures, and other sites within or contiguous with the subdivision.

- I. The plat shall show regulatory flood elevations and boundaries of flood prone areas, including floodways, if known.
- J. Topographical information and all existing above ground features shall appear on the preliminary plat which shall include power lines, fences, buildings, ditches, etc., elevation of existing ditches, drainage structures, adjacent roadway, on-site ground surface elevations with a maximum contour interval of a ½ foot at locations not more than 100 feet apart in both directions and more frequently when needed to show changes in slope. A statement by the surveyor that the elevations shown “hereon” are based on USGS and U.S.C.&G.S Sea Level Datum of 1929 and reference to a permanent on-site benchmark shall be included on the face of the plat.
- K. Location or city limits lines, the outer border of the City’s extraterritorial jurisdiction, and zoning district boundaries, if they traverse the subdivision, form part of the boundary of the subdivision, or are contiguous to such boundary.
- L. Vicinity sketch or map at a scale of not more than two thousand (2,000) feet to an inch, which shall show existing subdivisions and streets in the vicinity of the proposed subdivision, possible water and wastewater and other utility connections.
- M. Along with the preliminary plat, the following shall be submitted:
 - (1) Letters from the various utilities that service is available and can be provided to the site.
 - (2) Preliminary plans for the drainage system showing the location of the discharge.
 - (3) Proposed plans for other structures, elevating techniques, levels, channel modifications, seawalls and other methods to overcome flood or erosion related hazards.
 - (4) A check in the amount of \$125.00 as the required filing fee.

Section 3.3 Administration Function to Submitting a Preliminary Plat.

1. The subdivider shall submit one (1) original and ten (10) copies of a preliminary plat of the entire area being subdivided to the City Secretary’s office with appropriate filing fee, not less than fifteen (15) days prior to the Planning and Zoning Commission meeting.
2. The City Administrative Officer, or individual designated by the City Administrative Officer, shall make a study of the plat. Incomplete submittals will be returned to the subdivider prior to further processing by the City.
3. The City Administrative Officer or other designated representative shall review the preliminary plat in accordance with ordinance requirements and prepare a report for the City Planning and Zoning Commission meeting to assist in their understanding of the plat proposal. When necessary, in the opinion of the City Planning and Zoning Commission, a request will be made to one or more of the following: City Administrative Officer, City Engineer, public works director, subdivider’s engineer, telephone company, electrical company or any other professional to obtain information concerning the Preliminary Plat for the City Planning and Zoning Commission.

Section 3.4 Planning and Zoning Commission Review of the Preliminary Plat.

1. The Planning and Zoning Commission shall review the Preliminary Plat and other material submitted for conformity thereof to these regulations, and the extent of improvements to be made.
2. The Planning and Zoning Commission shall, within thirty days (30) after the filing of such preliminary plat, take action on the plat as submitted. The Planning and Zoning Commission shall “approve the plat as submitted”, “conditionally approve the plat with modifications” or “disapprove the Plat”. Reasons for the Planning and Zoning action of “conditionally approved with modification” or “disapproved” shall be expressed in writing.
3. The action of the Planning and Zoning Commission shall be recorded on three (3) copies of the preliminary plat and the written reasons if the plat were not approved as submitted. Action of the Planning and Zoning Commission shall be certified by the Chairman’s signature. One (1) copy of the plat shall be returned to the subdivider and the other retained in the files of the City Secretary’s office.

Section 3.5 Direction Following Approval/or Conditional Approval Preliminary Plat.

1. Approval or conditional approval with modifications of the preliminary plat does not constitute acceptance of the subdivision, but provides the subdivider authority to proceed with the preparation of a **final plat**. Prior to the approval of a final plat by the City Council, no construction work shall be started on the subdivision.
2. Approval or conditional approval of a preliminary plat shall be effective for one (1) year, unless a final plat has been submitted to the City for processing. The City Council may, if a written request is received from the subdivider prior to the end of the one (1) year period, grant an extension for up to one hundred eighty (180) additional days. Only one extension shall be granted.
3. The subdivider must resubmit a preliminary plat to the Planning and Zoning Commission for processing, if the first preliminary plat was disapproved or the time to submit a final plat has expired.

Section 3.6 Final Plat Procedure and Requirements

1. A Final Plat shall be required for all subdivision of land within the corporate limits and the extra territorial jurisdiction of the City and for any parcel of land requiring a building permit. The Final Plat shall comply in all respects to the approved Preliminary Plat, and may include all or only a part of the area of the approved Preliminary Plat. The City shall refuse to approve a plat if it does not meet the requirements prescribed by or under these rules.
2. Final Plat approval shall not be granted unless the subdivider has accomplished the following:
 - A. Dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities.
 - B. Provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from TCEQ of the plans and specifications for such construction, including any change orders filed with these agencies.

- C. Obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial agreement with the City secured by a bond or other alternative financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Section 3.8 of this Ordinance.
 - D. The final plat and accompanying data shall substantially conform to the preliminary plat as conditionally approved by the Planning and Zoning Commission, incorporating any and all changes, modifications, alterations, corrections and conditions imposed by the Planning and Zoning Commission, City Engineer and the City Council.
 - E. A reproducible copy of the final plat on Mylar sheets 24 inches by 36 inches with a one-inch margin on the binding side of the sheet, and of not less than one-half inch on the other three sides. The plat shall be drawn at a scale no smaller than one hundred (100) feet to one (1) inch. Where more than one sheet is necessary to accommodate the entire area, an index drawing showing the entire subdivision at an appropriate scale shall be included on the first sheet.
 - F. All subdivision perimeter corners shall be monumented by buried concrete monuments, at least 6 inches in diameter and 24 inches long with surveyor's identification cap. In some cases, where subdivisions have irregular shapes and many corners, certain main corners shall be monumented with concrete monuments and intermediate corners may be monumented with at least ½ inch diameter by 24 inch long steel rods with surveyor's identification cap. All such monumentation shall be illustrated and described as "set" or "found" on the Final Plat.
 - G. Ten (10) copies of the final plat shall be submitted to the Planning and Zoning Commission and shall contain all of the features required for preliminary plats in Section 3.2-1 and it shall be accompanied by site improvement data bearing the seal of an engineer and detailed cost estimates shall be submitted to the City Engineer for approval or disapproval.
 - H. In addition to the various requirements for the preliminary plat, the final plat shall also include the following:
 - (1) Primary control points or description, and ties to such control points to which all dimensions, angles, bearings, block numbers closure data and area as may be required shall be rendered.
 - (2) Adjoining subdivisions with recording information and legal description, and deed recording information for adjoining unplatted property.
3. The final plat shall also include the following:
- A. Owner's acknowledgement of the dedication to public use of all streets, alleys, parks, and other public places shown on final plat.
 - B. The certification of the surveyor and engineer responsible for surveying the subdivision area, attesting to its accuracy, and for the preparation of the final plat and supporting data, attesting to its accuracy.

- C. The certification by City Engineer or other designated city official that the final plat conforms to all requirements of the subdivision regulation of the City of Lyford.
- D. After the approval of the final plat by the Planning and Zoning Commission, the City Council shall either approve or disapprove the final plat for execution.
- E. Along with the final plat, the applicant shall submit in writing statements from the various utilities that they have reviewed the subdivision that they can provide service and are prepared to do so when requested by the subdivider. For water service, the subdivider shall submit an executed contractual agreement between the subdivider and public water service provider for the provision of sufficient water to serve the ultimate needs of the subdivision for at least thirty (30) years. For sewer service, the subdivider shall submit an executed contractual agreement between the subdivider and a wastewater service provider for the provision of sufficient wastewater treatment capacity to service the ultimate needs of the subdivision for at least thirty (30) years.
- F. Before it is recorded, a certificate shall accompany the record plat showing that all taxes payable shall have been previously paid in full.
- G. Subdivider shall submit with the final or record plat the opinion of an attorney, licensed to practice law in the State of Texas, showing good recorded liens and encumbrances affecting the title to said land as of the date of submission of the record plat for approval. If any liens appear of record, the subdivider prior to final approval shall secure the subordination of such liens to the plat and dedications contained therein.
- H. Certification by developer and engineer, licensed to practice in Texas, that water and sewer facilities to be installed shall be in compliance with the City of Lyford requirements.

Section 3.7 Administration Function to Submitting a Final Plat.

1. If desired by the subdivider and approved by the Planning and Zoning Commission and the City Council, the final plat may constitute only that portion of the approved preliminary plat proposed to record and develop. However, such portion shall conform to all the requirements of this ordinance.
2. As soon as practical after the subdivider is notified of the approval of the preliminary plat, the engineer and surveyor for the proposed subdivision shall submit to the Planning and Zoning Commission at an official meeting the final plat of the subdivision or portion thereof.
3. No final plat will be considered unless a preliminary plat has been submitted and fully approved. A preliminary and final plat may be submitted at the same time. However, if an approved plat has been duly recorded and the subdivider wishes to increase the size of it by combining two or more lots or by combining one lot with a portion of the adjacent lot in such manner that no portion of a lot remains smaller than the original lots, no preliminary replat will be necessary.
4. When the final plat is filed with the Planning and Zoning Commission for approval, it shall be accompanied by the following fees:
 - A. A check to the City of Lyford for \$200.00 plus a \$1.00 per lot or track.

- B. A check or checks payable to the County Clerk in the amount of the recording fee for filing the final plat.
5. When filed with the City for recording, the Final Engineering Report in Section 3.11, which provides the following site improvement data, shall accompany the final plat. All plans and engineering calculations shall bear the seal and signature of a registered engineer. Three (3) copies of the following, along with cost estimates, shall be filed with the City.
- A. Plans and profiles of all streets, alleys, sidewalks, and monuments.
- B. Construction plan showing the following:
- (1) Sanitary Sewer. The location and dimensions of existing and proposed sanitary sewer lines, indicating the depth and grades of the lines. When a separate sewer system or treatment plant is proposed, the point of discharge or disposal area, along with the plans and specification of the treatment plant shall also be submitted.
 - (2) Water Lines. The location, profile, and size of existing and proposed water lines and fire hydrants, showing the depth and grade of the lines. When a separate water system is planned, or when connections to a water system other than to the City water system are proposed, the plan shall show the point of connection and/or source of supply along with the plans and specifications of any treatment facilities.
 - (3) Storm Drainage. All street width and grade with elevations shall be indicated on plan-profile drawing. Drainage easements shall be indicated. Calculations showing the anticipated storm water flow utilizing the Rational Method and rainfall design frequency of not less than 5 years, including water shed area, percent runoff and time of concentration. When a drainage ditch or storm sewer is proposed calculations shall be submitted showing basis for design. The drainage calculations shall be accompanied by a brief report supported by field investigation explaining the anticipated "worst case" effect, or extent of flooding when rainfall intensity and/or duration exceed the drainage system's design criteria.

Section 3.8 Planning and Zoning Commission and City Council Review of Final Plat.

1. Within thirty (30) days after the final plat is formally submitted to the City Secretary, the Planning and Zoning Commission shall approve or disapprove such plat.
2. The action of the Planning and Zoning Commission shall be forwarded to the City Council for their consideration in the approval or disapproval of the final plat.
3. Within thirty (30) days after the action of Planning and Zoning Commission of the final plat, the City Council shall approve or disapprove the final plat.

Section 3.9 Directions Following Approval or Disapproval of Final Plat.

1. After the final plat has been approved, the Mayor and Planning and Zoning Commission Chairman shall sign the final plat.
2. After the final plat has been approved and the subdivider has constructed all the required improvements and such improvements have been accepted, and a maintenance bond filed as

herein provided; or after the plat has been approved and the subdivider has filed the security and maintenance bond for such improvements herein provided, staff shall cause the final plat to be recorded with the County Clerk. The recording fee or fees deposited at the time the final plat was filed for approval to be delivered with the final plat to the County Clerk.

3. No final plat shall be filed with the County Clerk unless and until all requirements of the subdivision regulations have been complied with and until such stipulations as may be set by the City Council have been met.
4. Final plat approval will expire six (6) months after approval by the City Council unless the plat has been filed for record. The subdivider may apply in writing prior to the end of such six (6) months period for an extension. This period may, at the discretion of the City Council, be extended another six (6) months, but not beyond a total of one (1) year.
5. The developer shall cause his contractor to prepare three (3) sets of "As Built" plans and upon receipt of a letter of the contractor's compliance with these regulations, then the Mayor shall accept for the City, the title, use and maintenance of the improvements.
6. Final plats that are outside the corporate limits of the City, but within its extraterritorial jurisdiction, the City Secretary shall forward a copy of the final plat to the County Judge for action and approval by the Commissioner's Court prior to recording a plat with the County Clerk.
7. The City Secretary shall retain one (1) copy of the plat as recorded in the County records.

Section 3.10 Combination Preliminary and Final Plat Submittal

1. A subdivider may, at his option, elect to combine the preliminary plat and final plat, when the land proposed to be subdivided or re-subdivided meets the following conditional requirements:
 - A. Such land abuts a street of adequate width and is so situated that no additional streets or alleys are required to serve the property being subdivided.
 - B. The perimeter of the tract being subdivided has been surveyed and marked on the ground and a plat thereof prepared and filed within the City Council.
 - C. The topography of the tract and the surrounding lands are such that no regard need be given in such subdivision to drainage, or, where drainage facilities are required, arrangements have been made for the construction of such facilities.
 - D. Utilities, as required in this ordinance, are in place to serve each parcel or lot of such subdivision or re-subdivision, or arrangements to provide such utilities have been made.
2. The platting shall follow the final plat instructions and comply with all minimum standards.

Section 3.11 Final Engineering Report.

In addition to construction drawings, the final plat shall be accompanied by an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. The engineering report shall discuss the availability and methodology of providing water facilities and wastewater

treatment service to individual lots within the subdivision. A detailed cost estimate per lot acceptable to the City shall be provided for those un-constructed water supply and distribution facilities and for wastewater collection and treatment facilities that are necessary to serve each lot of the subdivision. The plan shall include a construction schedule for each significant element needed to provide adequate water or wastewater facilities. TCEQ minimum standards in Sections 4.14, 4.15, 4.16, 4.17, 4.18 and 4.19 shall be used in preparing the Engineering Report. If financial guarantees are to be provided under Section 3.18 of this Ordinance, the schedule shall include the starting date and completion date.

Section 3.12 Public Water Systems.

1. Where water supplies are to be provided by an existing public water system, the subdivider shall furnish an executed contractual agreement in substantially the form attached in Appendix 1 between the subdivider and the retail public utility to the effect that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years and that the subdivider has provided for the payment of costs or fees for the connection of each individual lot to the public water system, including water meters, water acquisition fees, or other necessary expenses required by the retail public utility. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project, which may include the TCEQ and the county health department in addition to the responsible departments of the City. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that shall include comments regarding the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision.
2. Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the TCEQ and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study, which shall include an analysis of the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

Section 3.13 Non-Public Water Systems.

Where individual wells are proposed for the supply of drinking water to residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with Section 3.13 and 4.15 of this Ordinance. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to Section 4.15 of this Ordinance does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The engineer shall issue a statement concerning the availability

of groundwater supplies to serve the fully developed subdivision over the next 30 years. Such statement may be based on information available from the Texas Water Development Board's Office of Planning.

Section 3.14 Organized Sewerage Facilities.

1. Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement in substantially the form attached in Appendix 2 between the subdivider and retail public utility must provide that the retail public utility have or will have the ability to treat the total flow anticipated from the ultimate development and that the subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is immediately available to each lot. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the TCEQ and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.
2. Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the TCEQ. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build-out population of the subdivision shall have been obtained from the TCEQ and plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.
3. The description of the required sanitary control easement shall be included.
4. On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC, §285.4(c), including the site evaluation described by 30 TAC, §285.30 and all other information required by applicable OSSF regulations.

Section 3.15 Additional Information.

The City may, at its option, require additional information necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information may include, but not be limited to:

1. Legal description of the property.
2. Layout of proposed street and drainage work.
3. Existing area features.
4. Topography.
5. Flood plains.
6. Description of existing easements.
7. Layout of other utilities.
8. Notation of deed restrictions.
9. Public use areas.
10. Proposed area features.

Section 3.16 Special Provisions

1. Any owner of any tract of land within the corporate limits of the City of Lyford or within the City's extraterritorial jurisdiction who wishes to develop a subdivision shall comply with this Ordinance and submit same to the Planning and Zoning Commission for consideration and

recommendations based on ordinance requirements. The Planning and Zoning decisions shall be submitted to the City Council for its official consideration and action.

2. No building, repair, plumbing or electrical permit shall be issued by the City for any structure on a lot in a subdivision for which a final plat has not been approved and filed for record, nor for any structure on a lot within a subdivision in which the standards contained herein have not been complied with in full. No such permit shall be issued until all public improvements/utilities have been installed and accepted by the City of Lyford or where appropriate, the governing utility, provided however, if the final plat has been approved and recorded and the subdivider has complied with the requirements of the performance guarantees, herein, a building permit may be issued prior to final installation of public improvements and utilities. However, no certificate of occupancy shall be issued until all public improvements have been installed and accepted by the various agencies involved.
3. The City shall not repair, maintain, install or provide any streets or public utility service in any subdivision for which a final plat has not been approved and filed for record, nor in which the standards contained or referred to herein have not been complied with in full, except as provided for in Item 2 of this section.
4. The City, not any other utility, shall not sell or supply any water, gas, electricity or sewage service within a subdivision for which a final plat has not been approved or filed for record, nor in which the standards contained or referred to herein have not been complied with in full, except as provided for in Item 2 of this section.
5. On behalf of the City, the City Attorney shall, when directed by the City Council, institute appropriate action in a court of competent jurisdiction by injunction or otherwise to enforce the provisions of this Ordinance or the standards referred to herein with respect to any violation thereof which occurs within the City or within the extraterritorial jurisdiction of the City as such jurisdiction is determined by V.T.C.A., Local Government Code, Section 212.000 et seq. or within any area subject to all or a part of the provision of this Ordinance.
6. If any subdivision is in existence for which a final plat has not been approved or in which the standards contained or referred to herein have not been complied with in full, then the City Council shall pass a resolution reciting the fact of such noncompliance and reciting the fact that the provisions of paragraphs 2, 3, and 4 of this Section will apply to the subdivision and the lots therein. The City Secretary shall, when directed by the City Council of the City, cause a certified copy of such resolution under the corporate seal of the City to be filed in the deed records of the County of Willacy in which such subdivision or part thereof lies. If full compliance and final plat approval are secured after the filing of such resolution, the City Secretary shall forthwith file an instrument in the deed records of County of Willacy stating the paragraphs 2, 3, and 4 no longer apply.
7. Provided, however, that the provisions of this Section shall not be construed to prohibit the issuance of permits for any lots upon which a residence building exists and was in existence prior to passage of this subdivision ordinance, not to prohibit the repair, maintenance, or installation of any street or public utility services for, to or abutting any lot, the last recorded conveyance of which prior to passage of this Ordinance was by metes and bounds, and/or any subdivision, or lot therein, recorded or unrecorded, which subdivision was in existence prior to the passage of this Ordinance.

8. For subdivisions within the city limits, no final plat shall be approved until the property is zoned in accordance with the City of Lyford zoning ordinance for uses intended.
9. New construction of dwelling or business structures shall be in general conformance with existing structures in the area of the new construction. The purpose of this requirement is to provide protection to the existing owners of dwellings or business. Certain items of consideration are attached garages if the other dwellings in the area have attached garages; concrete paved driveways or parking area; and the material and style of construction of a dwelling or business structure facing the street. The Building Official for the City will consider the requirements of this section prior to approving building construction plans.

Section 3.17 Time Extensions for Providing Facilities.

- 1 Reasonableness. The City may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:
 - A Any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with Section 3.18 are submitted which will be effective for the period of the extension.
 - B The City finds the extension is reasonable and not contrary to the public interest.
- 2 Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.
- 3 Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the TCEQ Standards of Division 4 of this Ordinance.

Section 3.18. Financial Guarantees for Improvements.

1. Applicability. If an adequate public or non-public water system or sewerage facility is not available from a retail public utility, or are not constructed by the subdivider, to serve lots intended for residential purposes of five acres or less at the time final plat approval is sought, then the City shall require the owner of the subdivided tract to execute an agreement with the City in substantially the form attached in Appendix 3 secured by a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below.
2. Bonds. A bond that is submitted in compliance with paragraph (A) of this section shall meet the following requirements.
 - A The bond or financial guarantee shall be payable to the mayor of the City, in his official capacity, or the mayor's successor in office.
 - B The bond or financial guarantee shall be in an amount determined by the City to be adequate to ensure proper construction or installation of the public or non-public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no

event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.

- C. The bond shall be executed with sureties as may be approved by the City. The City shall establish criteria for acceptability of the surety companies issuing bonds that include but are not limited to:
- (1) Registration with the Secretary of State and be authorized to do business in Texas.
 - (2) Authorization to issue bonds in the amount required by the City.
 - (3) Rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.
- D. The bond shall be conditioned upon construction or installation of water and wastewater facilities meeting the criteria established by Division 4 of this Ordinance and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the City.
3. Letter of credit. A letter of credit that is submitted in compliance with paragraph (A) of this section shall meet the following requirements.
- A. Any letter of credit submitted as a financial guarantee for combined amounts greater than \$10,000 and less than \$250,000 must be from financial institutions that meet the following qualifications.
- (1) Bank qualifications:
 - a. Must be federally insured.
 - b. Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets.
 - c. Total assets must be at least \$25 million.
 - (2) Savings and loan association qualifications:
 - a. Must be federally insured.
 - b. Tangible capital must be at least 1.5 percent of total assets and total assets must be greater than \$25 million or tangible capital must be at least 3 percent of total assets if total assets are less than \$25 million
 - c. Sheshunoff rating must be 30 or better.
 - (3) Other financial institutions qualifications:
 - a. The letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a City investment.

- (3) Assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

DIVISION 4. Minimum Standards and Specifications.

No preliminary or final plat shall be approved by the Planning and Zoning Commission and the City Council and no completed improvements shall be accepted unless they conform to the following standards and specifications:

Section 4.1. General.

1. Conformity with Comprehensive Plan. The subdivision shall conform to the current comprehensive plan of the City of Lyford as defined herein, as adopted or amended by the City Council.
2. Subdivision Names. Names of new subdivisions shall not be duplicated nor cause confusion with the names of existing subdivisions, unless said continuation, or subsequent units of a prior platted subdivision and have received prior approval by the Planning and Zoning Commission and the City Council.

Section 4.2. Street Design.

1. Street Layout. Adequate streets shall be provided by the subdivider and the arrangement, character, extent, width, grade, and location of each shall conform to the current comprehensive plan of the City as defined herein and shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served by such streets. The street layout shall be devised for the most advantageous current and future development of the entire neighborhood as determined by the Planning and Zoning Commission and City Council.
2. Relation to Adjoining Street System. Where necessary to the neighborhood pattern, existing streets in adjoining areas shall be continued and shall be at least as wide as such existing streets and in alignment therewith.
3. Projection of Streets. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision being considered shall make provision for the proper projection of these streets into unsubdivided areas adjacent to it in the most logical and orderly fashion.
4. Street Jogs. Street jogs with centerline offsets of less than 125 feet measured centerline to centerline shall be prohibited.
5. Half Streets. No half streets in width shall be constructed except to complete any existing half streets.
6. Street Intersections. Street intersections shall be as nearly at right angles as practicable.
7. Dead-end Streets. Dead-end streets shall be prohibited except as short stubs not to exceed 200 feet in length to permit future expansion.

8. Cul-de-sacs. Cul-de-sac streets shall not exceed 600 feet in length and shall have a turnaround of not less than 100 feet in diameter (R.O.W.) with a pavement width of 80 feet in residential areas, and shall have a turn around of not less than 200 feet in diameter (R.O.W.) with 180 feet in commercial and industrial areas.
9. Local Streets. Local streets shall be laid out so as to discourage their use by through traffic.
10. Street Composition. Streets to be paved of thickness outlined below with wearing surface of asphalt surface treatment. Curb and gutter and catch basin laid to grade to provide efficient drainage. Minimum radius of 15 feet on corners. Minimum street width shall be 32 feet, back-to-back curb. The Subdivider will construct, at his/her own expense, bridges and culverts necessary to span ditches within the subdivision or at the property line of the subdivision, and pave to connect with adjacent streets.
11. Construction and Hard Surfacing. All streets within the subdivision shall strictly adhere to the minimum requirements in Section 4.3. The City reserves the right to increase the minimum paving design standards due to anticipated loading and traffic volume.

Section 4.3. Minimum Street Pavement Specifications.

1. Construction Material. All street construction materials shall meet the current Texas Department of Transportation (TxDot) Standard Specifications, unless noted otherwise.
2. Subgrade. Atterberg limits of existing subgrade material shall be determined by a qualified geotechnical laboratory. The geotechnical report shall include the geotechnical engineer's statement that the atterberg limits determination representative of the entire project area, or shall include additional determinations to represent varying conditions within the project area.

In any area where the existing subgrade material has a plasticity index (PI) of 20 or above, it shall be lime stabilized to a depth of at least 6 inches and compacted to at least 95 percent of Standard Proctor Density at optimum moisture content, plus or minus 3 percent.

The lime application rate in pounds per inch of thickness per square yard shall be as noted below:

Plasticity Index	Approx. % by Weight	Pounds of Lime per Inch. Thickness Per Square Yard	Pounds Lime to 6 inch Thickness
0 to 20	0	0	0
20 to 30	4	2.88	17.29
3- to 40	5	3.68	21.60
40 and Above	6	4.32	25.92

3. Flexible Base. Flexible base shall be a minimum 6 inches thick TxDot type "F";, Grade 4 (caliche) and shall have a minimum California Bearing Ratio (CBR) value of 50, or flexible base may be a minimum 5 inches thick TxDot, Type "A", grade 1 (crushed limestone).

Flexible base shall be compacted to at least 98 percent of Standard Proctor Density at optimum moisture content, plus or minimum 3 percent.

4. Prime Coat. Prime Coat shall be MC-30 applied at 0.20 gal/sy of base material.

5. Surface Course. The surface course shall be at least 1-1/2 inches thick TxDot Type “D” Hot Mix Asphaltic Concrete compacted to at least 92 percent of maximum theoretical density as determined from core samples of the finished pavement. In lieu of taking core samples to verify density and thickness of the surface course, the contractor may elect to hire a geotechnical laboratory to monitor his/her placement and compaction operations during placement with thin gage nuclear density testing device. Acceptance will be based on the written report from the laboratory that equipment and methods used by the contractor were sufficient to provide the required 92 percent of maximum theoretical density. If the nuclear device is used to confirm compaction of the material, the contractor shall submit the hot mix weight delivery tickets with the laboratory report. The weight of material delivered to the project will be used to confirm that the required thickness of material was placed on the project. The City reserves the right to require core samples to confirm density and thickness of the surface course if the finished pavement appears to be poorly compacted. Course aggregate shall be 100 percent crushed limestone. Hveem stability shall be at least 35. Retained stability shall be at least 70 percent. Minimum asphalt content shall be 5 percent.
6. Concrete Curb And Gutter And Valley Gutter. Concrete curb and gutter shall be 2 feet wide with a 6-inch wide by 6-inch high monolithic curb.
 - A. Concrete valley gutters shall be at least 5 feet wide, 6-inches thick and reinforced with No. 4 bar at 12-inches on center both ways.
 - B. Doweled expansion joints shall be installed in curb and gutter and valley gutters at 60 feet spacing or less.
 - C. Concrete for curb and gutter and valley gutters shall test 3000 psi in compression at 28 days and shall contain 1.5 pounds of “fibermesh” reinforcing per cubic yard.
7. Pavement Widths And Rights-Of-Way Within Subdivision. Pavement widths and rights-of-way shall be as follows:
 - A. Major streets shall have a right-of-way width of at least 100 feet with a pavement width of at least 60 feet.
 - B. Collector (secondary) streets shall have a right-of-way of at least 80 feet with pavement width of at least 48 feet.
 - C. Minor Collector streets shall have a right-of-way of at least 60 feet with actual street pavement width of at least 32 feet.
 - D. Local (minor) streets shall have a right-of-way of at least 50 feet and an actual street pavement width of at least 32 feet unless the land use density dictates the need for wider rights-of-way and paving as determined by the Planning and Zoning Commission and the City Council.
8. Subdivision Boundary Streets. Pavement widths and rights-of-way of streets forming part of the subdivision boundaries (adjacent) shall be as follows:
 - A. The subdivider shall dedicate a right-of-way of 60 feet in width for new adjacent Minor Collector streets, with an actual street pavement width of 32 feet. Street pavement shall

be 40 feet back-to-back of curb at entrance for 150 feet and then narrowed to 32 feet. Minor Collector street entrance pavement shall have a minimum corner radius of 25 feet.

- B. Where the proposed subdivision abuts upon an existing street or half-street that does not conform to the minimum street specifications (Section 4.3, 1-6), the subdivider shall dedicate one-half of the right-of-way width on his side of the property line, conforming to such paragraph, where the subdivision abuts upon previously dedicated right-of-way open for use by the public. If it is determined that the paving of the street is not required at the time of the subdivision process, cash in the amount of the subdivider's participation under this policy shall be paid to the City and placed in a separate escrow account for future paving of the street for which it was collected. Should the proposed subdivision be located within the City's statutory one-half mile extraterritorial jurisdiction and the developer has money deposited in escrow for paving, curb and gutter, and the county paves the existing road, then the developer can request the escrow money and such funds be the basis of the unit prices received through bids taken on the City's most recently awarded paving contract.
- C. The right-of-way dedicated by the subdivider shall be in conformance with the City of Lyford Thoroughfare Plan.
9. Curb and Gutter. There shall be a 24-inch wide concrete curb and gutter installed by the subdivider on both sides of all newly platted streets.
10. Street Light. Street lights shall be installed by the subdivider at all street intersections within the subdivision, in accordance with city standards.
11. Street Signs. Street name signs shall be installed by the City at the expense of the subdivider at all intersections within or abutting the subdivision. Such signs shall be of a type approved by the City and shall be installed in accordance with city standards.
12. Street Pattern. Streets shall be platted with appropriate regard to natural and topographic features so as to lend themselves to attractive treatment.

Section 4.4 Alleys

1. Width and Paving. Alleys may be provided at the rear of lots intended to be used for business purposed and may be provided in residential areas, shall not be less than 20 feet wide and shall be paved in accordance with city standards. The rights-of-way for alleys shall be dedicated to the public.
2. Intersecting alleys. Where two alleys intersect or turn at a right angle, a cutoff of not less than 10 feet from the normal intersection of the property line shall be provided along each property line.
3. Dead-end Alleys. Dead-end alleys shall not be permitted.
4. Half Alleys. No half alleys shall be platted or constructed.

Section 4.5 Utility Easements.

Each block that does not contain an alley as provided for in Section 4.4 of this section shall have a utility easement at the front of all lots reserved for the use of all public utility lines, conduits, and equipment.

These utility easements shall be 15 feet in width, and shall be continuous for the entire length of the block. These easements shall parallel as closely as possible to the street line frontage of the block.

Section 4.6 Sidewalks .

1. Sidewalks Required. Sidewalks shall be required within the city limits.
2. Sidewalk Width. All sidewalks shall be a minimum of four (4) feet wide, five (5) feet behind curb and not over two (2") inches above curb and have a slope toward the curb of one-fourth (1/4") inch. Sidewalks shall be installed by the subdivider at the time the subdivision is being constructed. Provided however that the sidewalk shall be installed with due consideration being given to existing trees and shrubbery or utility lines which may require varying alignment in order to prevent removal of such features.
3. Sidewalk Continuity. All sidewalks installed shall connect with any existing sidewalks adjacent to or part of the subdivision.
4. ADA Requirements. All sidewalks installed shall have ramps installed for the handicapped in accordance with ADA requirements.

Section 4.7 Water Installation.

1. Water Supply and Distribution. All subdivisions shall be provided with water supply and water distribution systems approved by the City.
2. Fire Hydrants. Muller or City approved fire hydrants shall be installed by the subdivider as part of the water distribution system per specifications of the City Engineer and of the State Board of Insurance, and shall provide fire protection service as per the Key-Rate (500 gallons per minute at 50 PSI at each hydrant). All fire hydrants shall be located on a minimum 6-inch loop, and the center of every lot shall be within 500 feet "hose pull" of a fire hydrant for residential lots and 8-inch loop for commercial lots and fire hydrants 300 feet from center of lots.
3. Water Line Mains. Water line main to be PVC Class 100 (AWWA C900) of a size, and with all necessary valves and fittings, including fire hydrants, to meet the minimum requirements of the City.
4. Water Pressure. Water mains shall be sized such that the fire hydrant flows can be maintained without dropping pressure anywhere in the City's connecting system below 20 PSI as approved by the City Engineer and the State Board of Insurance.

Section 4.8 Sewers.

1. Required Sewage Collection. All proposed subdivisions shall be connected to a sewage collection and disposal system approved by the City. Where a public wastewater system is not available, prior to approval of the final plat by the City, the subdivider shall either install on-site sewerage facilities meeting state and county standards, or provide financial security as provided under Section 3.18 of this ordinance.
2. Approval of Sewage Disposal System. If a separate sanitary sewage disposal system is proposed, it must be approved in writing by the appropriate governing agency, the Texas Commission of

Environmental Quality (TCEQ) and/or Willacy County Health Department, prior to approval of the final plat by the City and such written approval shall be presented to the City.

3. Sewage Disposal Facility Requirements. The City may prohibit the installation of sewage disposal facilities requiring soil absorption system where such systems will not function due to high water, flooding, or unsuitable soil characteristics. Such action by the City shall be based on the review and findings of the City and/or County Health Officer. The city may require that the subdivider note on the face of the final plat, and in any deed of conveyance, that soil absorption fields are prohibited in designated areas.
4. Methods for Waste Disposal. The City shall review proposed methods for waste disposal. If a sanitary sewer system is located within 1500 feet of the proposed subdivision, the City may require the subdivider to extend sewage facilities to connect to this system.
5. Sewage Line Sizes. The minimum size of a sanitary sewer line shall be six (6) inches in diameter.
6. Required Sewage Connections. The owners of all lots abutting a gravity sewer main shall connect to the public system within six (6) months of public notification of the availability of said service where said service was not available at the time that the parcel was sold and the requirements of this provision shall be stated in the owner's certificate on the face of the final plat of the proposed subdivision at the time it is presented for approval.
7. Large Lot Use for Identification on Final Plat. Lots of five (5) acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds or contracts for deeds.
8. Percolation Tests. A minimum of three (3) percolation tests per lot shall be taken by the City or a certified soil-testing laboratory in the general area of the proposed disposal systems absorption field. These test results shall be part of the construction documents.
9. Sewage Line Requirements. Sewage lines to be PVC SDR-36 of a size and grade to meet requirements of the City.
10. Manholes. Manholes shall be fiberglass with a cast iron ring and cover. There shall be a manhole approximately every 400 feet or less and at strategic locations and when the sewer line changes direction more than 20 degrees.

Section 4.9 Utility Lines.

All utility lines that are underground and run under a street or alley shall be installed by the developer and approved by the City before the street or alley is paved. When it is necessary that utility lines pass under the street or alley pavement crossing the center line, they shall be installed to a point of at least three (3) feet beyond the edge of the pavement. Water lines, main or lateral shall be encased. All underground utilities installed in a utility easement at the rear of the lot shall be offset from the property line.

Section 4.10 Monuments.

1. Concrete Monuments. All main subdivision perimeter corners shall be monument by buried concrete monuments, at least six (6) inches in diameter and twenty-four (24) inches long with a one-half inch diameter steel rod set in the center with the surveyor's identification cap. These

monuments shall be set so that the top of the monument is approximately six (6) inches below finished ground surface.

In some cases, where subdivisions have irregular shapes and many corners, certain main corners shall be monumented with concrete monuments as described above and intermediate corners, may be monumented with ½ inch diameter by 24 inch long steel rods with surveyor's identification cap.

In some cases, where due to topographic conditions permanent structures or other obstructions monuments cannot be set on actual subdivision corners, they shall be set at a specified off-set distance and clearly illustrated as such on the Final Subdivision Plat.

Intermediate property corners, angle points, and points of beginning and ends of curves shall be marked by one-half (1/2) inch diameter by 24 inch long steel rods with surveyor's identification cap. The final marking of individual lot corners as described above shall be done upon completion of street and utility construction and final lot grading.

Section 4.11 Drainage.

1. Rights-of-Way. Where a subdivision is traversed by a water course, drainage way, natural channel or stream, there shall be provided a dedicated right-of-way or easement, as determined by City Engineer, of sufficient width to allow room for placement of excavated material and maneuvering of maintenance equipment adjacent to such water course.
2. Drainage Facilities. Drainage facilities shall be provided and constructed as specified by the City. Storm drainage facilities shall be designed to convey the flow of surface waters without damage to persons or property. The system shall insure drainage to all points along streets and provide positive drainage way from buildings and onsite waste disposal sites.
3. Drainage Plans. Plans shall be subject to the approval of the City Engineer. The City may require a primarily underground system to accommodate frequent floods and a secondary surface system to accommodate large, less frequent floods. Drainage plans shall be consistent with local and regional drainage plans.
4. Prevention of Drainage onto Adjacent Properties. The facilities shall be designed to prevent the concentration or increase in the rate of storm water discharge onto adjacent properties.
5. Drainage Facility Materials. Storm sewers shall be constructed of reinforced concrete pipe, or other materials specifically approved by the City.
6. Adequacy of Drainage Facilities. If the City Engineer and the City Council determine that additional drainage facilities in the form of storm sewers within the proposed subdivision are necessary, the subdivider shall make the necessary improvements to insure that the drainage improvements are adequate. All such work necessary to be done under such plans and specifications shall be done at the sole expense of the subdivider.

Section 4.12 Lots.

1. Unsewered Lots. Where public waster water system is not available, and is not provided, residential lots shall have an area sufficient (minimum-half an acre) to meet minimum requirements of the appropriate health agencies. Evidence of meeting this requirement and the

requirement of Section 4.8-(1) must be presented in writing prior to approval of the final plat. Where, as the result of the percolation tests prescribed in Section 4.8 of this section, the Director of Public Works deems the minimum lot area insufficient, the City Council shall require additional area sufficient to accommodate the sanitary facilities deemed necessary by the Director of Public Works. In case of irregularly shaped lots, the minimum width shall be measured at the front building line.

2. Frontage Lots. Each lot shall front upon a public street. Lots of irregular shape shall not be allowed unless they have a street frontage of at least 50 feet measured at the front building line and not less than twenty four (24') feet at the curb.
3. Side Lot Lines. Side lot lines shall be substantially at right angles to straight street lines and radial to curved street lines.
4. Lot Sizes and Setback Line. Lot sizes, setback lines, rear yards and side yards shall be in accordance with the City Ordinance of the City of Lyford. Residential lots shall be minimum of 50' (fifty feet) wide and 100' (one hundred feet) deep, 20' (twenty feet) minimum front set back line, 20' (twenty feet) minimum rear yards and a minimum of 5' (five feet) side yards.
5. Lot Ratio. Lots with a length to width ratio in excess of 4 to 1 shall be prohibited except where absolutely unavoidable.
6. Single Family Dwelling Per Lot. No more than one (1) single-family dwelling or structure shall be permitted on any lot or parcel located within the incorporated city limits or the extraterritorial jurisdiction.
7. Requirements of Lots Facing Major Streets. A proposed subdivision with four (4) or less lots fronting principal a major street (right-of-way of 100 feet) will be required to have either a circular driveway with two curb cuts at either end of the lot or provide sufficient paved maneuvering space on such lots to permit a motor vehicle to enter or exit such lots without backing directly into the right-of-way of major streets.
8. Ingress and Egress of two Properties. Any access drive lane, neck or means of ingress and egress to the property as a whole and/or provides access for utilities and which is not a buildable area if it exceeds 100 feet in length, must be paved per City standards from the public street to the building setback line.
9. Lot Sizes. The minimum width size of each lot shall be not less than 50 feet and the minimum depth size of each lot shall not be less than 100 feet or as per City Zoning Ordinance.

Section 4.13 Parks/Open Land.

For subdivisions of forty (40) acres or more located within the city limits, the developer shall be required to dedicate 10% for parks and open land.

Section 4.14. Narrative by Engineer for Preliminary Plat.

A brief narrative, prepared by a licensed engineer, shall be attached to the preliminary plat and describe the installation of utilities (water /sewer), location of easement, rights-of-way, and drainage of storm water.

Section 4.15 TCEQ Scope of Standards.

The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this division is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.

1. TCEQ Standard's of Water Facilities Development.

- A. Public water systems. Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix 1. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system so that service is immediately available to each lot.

Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the TCEQ. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC, §§290.38- 290.51 and §§290.101-290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

- B. Non-Public Water Systems. Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, a test well or wells located so as to be representative of the quantity and quality of water generally available from the supplying aquifer shall be drilled by the subdivider and the produced waters sampled and submitted to a private laboratory for a complete chemical and bacteriological analysis of the parameters on which there are drinking water standards. The subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 years) quantity of the available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC, §§290.103, 290.105, 290.106 and 290.110, either:

- (1) Without any treatment to the water.
- (2) With treatment by an identified and commercially available water treatment system.

- C. Transportation of Potable Water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable

method, except on an emergency basis. Absence of a water system meeting the standards of these rules due to the negligence of the subdivider does not constitute an emergency.

2. TCEQ Standards for Wastewater Disposal.

- A. Organized Sewerage Facilities. Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the TCEQ in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the TCEQ.

Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix 2 with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is immediately available to each lot. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317. Figure: 31 TAC, §364.33(a)(2)

- B. On-Site Sewerage Facilities. On-site facilities which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must be designed by a registered professional engineer or registered professional sanitarian, permitted by the authorized agent of the TCEQ, and in all respects comply with 30 TAC Chapter 285.

Proposals for on-site sewerage facilities for the on-site disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.

The TCEQ or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular §§285.4, 285.5 and 285.30-285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC, §285.3(b), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

Section 4.16 TCEQ Standards for Greywater Systems for Reuse of Treated Wastewater.

1. Organized or Municipal Sewerage Systems. Any proposal for sewage collection, treatment and disposal, which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 and Chapter 285, Subchapter H promulgated and administered by the TCEQ.
2. On-Site Sewerage Facilities. Any proposal for on-site sewage disposal, which includes provisions for greywater use shall meet the minimum criteria of 30 TAC Chapter 285 contained within the "Construction Standards for On-Site Sewerage Facilities" promulgated by the TCEQ.

Section 4.17 TCEQ Standards for Sludge Disposal.

The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.

Section 4.18 TCEQ Standards for Setbacks.

In areas that lack a nationally recognized fire code as listed in Local Government Code, §235.002(b)(2) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the City shall control to the extent greater setbacks is therein required.

Section 4.19 TCEQ Standards for Number of Dwellings Per Lot.

No more than one single family detached dwelling shall be located on each subdivision lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Where otherwise authorized, proposals which include multi-family residential structures shall include adequate, detailed planning materials required by the City for determination of proper water and wastewater utility type and design.

Section 4.20 Criteria for Subdivisions that Occurred Prior to September 1, 1989.

1. **Authority and Scope.** This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded.
2. **Purpose.** It is the purpose of this section to promote the public health of the City's residents, to ensure that adequate water and sewerage facilities are provided in subdivisions within the City and its extraterritorial jurisdiction, and to establish the minimum standards for pre-1989 subdivisions for which no plat has been filed or recorded in the records of the County.
3. **Required Plat.** In the event that the owner of tract of land located within the City or its extraterritorial jurisdiction who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the City, and filed with the County, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners court as provided in this section in lieu of the filing of a plat of the subdivision.
4. **Special Criteria.** The City may approve the plat of a residential lot which does not comply with the provisions of § 1.5(2) of this Ordinance (sale restrictions), § 4.18 of this Ordinance (Setbacks), § 4.19 of this Ordinance (Number of Dwellings per Lot), § 3.11 of this Ordinance (Final Engineering Report), and § 3.18 of this Ordinance (Financial Guarantees for Improvements) as applied to an individual subdivided lot if such approval is in harmony with the

general purpose and intent of this Ordinance so that the public health, safety, and welfare may be secured and substantial justice done.

- A. Owners of individual lots in a single unplatted subdivision may file a joint request for approval of their respective individual residential lots.
 - B. An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the division, section, or subsection with which the plat does not comply and from which a waiver is being requested. The application shall contain available information and documentation, which supports the requested approval. The applicant shall also provide such additional documentation as the City may request to support the application, including:
 - (1) A copy of a dated plat, sales contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 1, 1989;
 - (2) The name and address of the original subdivider or the subdivider's authorized agent, if known;
 - (3) A survey and plat of the lot for which approval is requested, showing existing residences, roads, and utilities; and
 - (4) A deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.
 - C. Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written findings by the City that:
 - (1) The lot, for which approval is requested, is within a tract that was subdivided prior to September 1, 1989, and is not owned by the original subdivider.
 - (2) A plat was required for the subdivision, but has not been filed with the county by the subdivider legally obligated to file it.
 - (3) An existing, currently occupied residential dwelling is located on the lot.
 - (4) Existing water and sewer services, which comply with the minimum standards set forth in this Ordinance, are available to the lot.
 - (5) The request is reasonable, compliance with specified sections of these rules is impractical, and a waiver is not contrary to the public health and safety.
5. **Final Determination.** The City shall make the final decision on an application for a waiver. The applicant may withdraw a request for a waiver at any point in the process. If the requested waiver application is approved, the City shall issue a certificate stating that a plat of the residential lot has been reviewed and approved.

Section 4.21 Cost Participation

1. Street Paving.

- A. **Oversize Streets.** When the City requires paving width in excess of 32 feet as may be required by the comprehensive plan or as otherwise may be required by the City for the orderly development of the street system, and not because of the needs of the subdivision

itself, the City of Lyford shall pay for any portion of the street pavement in excess of 32 feet. The subdivider shall pay for installation of curb and gutter and the ordinary width of pavement.

- B. Interior Streets. Subdivider shall pay 100% of the costs of installing interior streets except as provided in (A) above.
2. Drainage. The subdivider shall install all drainage facilities necessary to provide adequate drainage, including the transportation of runoff from said subdivision to a suitable outfall, and in accordance with City standards. Where oversizing of drainage facilities is required by the City for the orderly development of the area drainage system, the City will participate in the cost of such oversized pipe or facilities provided funds are available for this purpose. The subdivider whose pipes or facilities will be oversized will be referred to as the initial subdivider. Should the City participate in oversizing, its cost shall be recovered from future connections made on the storm drainage system. The initial subdivider shall recover from future connections that portion of their expense that will equalize the cost of drainage to the initial subdivider equivalent to all others who will be connecting to the oversized systems. Should the City on its own initiative install a drainage system to serve a particular area of the City, the City shall recover its cost from future connections made on the storm drainage system. The subdivider shall bear all costs, including but not limited to labor and materials required to make connections to the storm drainage system. Reimbursement to City, and when applicable to the initial subdivider, shall be the pro rata cost per acre, weighted with respect to land use and runoff coefficient, of the portion of the oversized system necessary to accommodate the number of acres in the subdivision making connection to the oversized system plus eight percent (8%) per annum interest from the date of installation of the oversized drainage system. The Director or Public Works of the City of Lyford shall calculate the pro rata cost per weighted acre of the subdivision.

Section 4.22 Planned Development District Guidelines

1. Purpose of Planned District Guidelines. The purpose of the following Planned Development District (PDD) Guidelines is to establish a general checklist for preparation and review of PDD proposals. The guidelines will serve to identify minimum site plan requirements as well as to identify the maximum variances from existing codes and ordinances. The Planning and Zoning Commission and the City Council may consider departures from these requirements for approval or disapproval.
- A. The guidelines are prepared with recognition that the PDD ordinance is intended to accommodate changing life styles by fully utilizing the ingenuity and design capabilities of builders, architects, designers, site planners, and developers. The guidelines should be followed and interpreted to encourage and permit open spaces and green belts, and to permit flexibility, ingenuity, and a more creative, economical, and desirable use of land, while still maintaining high standards of health, safety and durability.
- B. Checklist for PDD as Per Zoning Ordinance.
- (1) Subdivision. Required.
 - (2) Special Permit. Required.
 - (3) Project Size. Single purpose, Single Family or Multi-Family PDD's shall be minimum of two acres in size. All other PDD's including mixed uses of residential/multi-family and

other land uses, shall be minimum of ten (10) acres, same as Zoning Ordinance. A site plan showing building locations may be required for structures.

- (4) **Height of Structures.** As per Zoning Ordinance
According to the following schedule:
Within 200' of PDD boundary – 35' all use districts
Beyond 200' of PDD boundary – 60' R1 Residential District
120' MF and less Restrictive Use District
- (5) **Land Use.** As per Zoning Ordinance
- a. Existing land use within a 200' radius of the PDD boundary shall be shown on the PDD site plan to the extent of lot shapes and sizes, building bulk and specific use of the building.
 - b. Along PDD Boundary
 - (a) If single or two-family use and zoning; PDD should be compatible.
 - (b) If multi-family use and zoning; PDD should be compatible.
 - (c) If commercial use and zoning; PDD should be compatible.
 - (d) If industrial use and zoning; PDD should be compatible.
 - c. If commercial uses are desired but no compatible uses or zoning exist on the PDD boundary, such non-residential uses shall occur on the interior of the PDD with design and building materials compatible with PDD.
 - d. Non-residential uses are limited to uses listed in C-1 Neighborhood Commercial District in residential-oriented PDD.
 - e. Maximum of five percent of gross land after dedications may be used for non-residential commercial purposes in residential-oriented PDD. If more than five percent of the gross acreage is desired for non-residential use, a zoning change will be required to permit such increase.
 - f. Industrial Uses.
 - (a) Residential-oriented PDD cannot be located in areas designated for industrial uses.
 - (b) Uses listed in any use district may be located in a non-residential oriented PDD provided performance standards outlined in the Development Plan are met.
- (6) **Coverage.** Overall site coverage shall conform to ordinance requirements.
- (7) **Minimum Access to a PDD.** Fifty feet on a dedicated street.
- (8) **Streets.** If such streets are dedicated, such streets, when constructed shall meet City standards for rights-of-way width. If such streets are in a Planned Development District and are private streets, there shall be no requirements for street-right-of-way but such streets as installed shall be a minimum of 32 feet wide from curb back to curb back. The City shall never have any obligation or duty to receive, accept, repair, or maintain and private street within the limits of the City of Lyford.
- (9) **Street Improvements.** Both public and private streets shall meet city construction standards for paving, curbs and gutters.
- (10) **Driveways.** Private drives shall meet City standards for curb cuts and width.
- (11) **Alleys.** Shall meet City requirements.
- (12) **Access.** Permit location of dwelling units without frontage on a dedicated street.
- (13) **Lot Size.** Permit reduction. Area reduced allocated to private or public open space.
- (14) **Yards. (General)** Permit reduction up to and including zero side yards except at PDD boundary where ordinance requirements shall apply or common open space provides area equivalent to ordinance requirements.
- (15) **Private Yards.** No required if dwelling units abut private open space (common area), except at PDD boundaries where requirements under Yards (general) shall apply.
- (16) **Building Setbacks.** Permit reduction to 10' except PDD boundaries or street corners where ordinance requirements shall apply.

- (17) Building Spacing. 10' minimum between buildings.
- (18) Parking. Conformance to ordinance requirements except where parking for single-family units (detached, semi-detached or attached) is clustered in common parking bays where there shall be 2 spaces per single-family unit.
- (19) Loading. Conformance to ordinance requirements.
- (20) Open Space. Minimum open space in conformance with coverage provisions in each height and area district. Areas to be dedicated to the public must be approved by the Planning and Zoning Commission and the City Council.
- (21) Landscaping. Plan required along PDD boundaries where character of adjacent development differs from the PDD proposal, and a general indication of existing trees and/or other planting that will remain after development. Proposed landscaping of the site should be indicated as a schematic plan. The landscaping indicated on the site plan will be assumed to be existing or to be installed prior to PDD completion.
- (22) Sidewalks. Shall meet City requirements.
- (23) Signs. No boundary signs except PDD identification at PDD boundary.
- (24) Street Lights. Shall meet City requirements.
- (25) Storm Drainage. Shall meet City requirements.
- (26) Water Distribution. Shall meet City requirements
- (27) Sanitary Sewer. Shall meet City requirements.
- (28) Scale. Site Plan, 1" = 100', Preliminary, 1" = 100', Final Plat, 1" = 100', over 100 acres, scale may be reduced to 1" = 200' for preliminary and site plan.
- (29) Fees. Same as outlined in Subdivision Ordinance.

Section 4.23 Guidelines for Subdivision Beyond the City Limits but within the Extraterritorial Jurisdiction of the City Limits.

1. Subdivision. Required.
2. Minimum Access to Subdivision. 60 feet on a dedicated right-of-way.
3. Streets. Shall meet City requirements.
4. Street Improvements. Shall meet City Construction Standards for paving.
5. Curb and Gutter. Shall be required, unless a storm system is unavailable and where necessary for drainage.
6. Driveways. Private drives shall meet city standards for curb cuts and width.
7. Sidewalks. Shall meet City requirements.
8. Alley. Shall meet City requirements.
9. Lot Size. As per City Ordinance.
10. Building Setbacks. As per City Ordinance.
11. Storm Drainage. Shall meet City requirements.
12. Water Distribution. Shall meet City requirements.

13. Sanitary Sewer. Shall meet City requirements.
14. Garbage Collection. Shall be required to submit documentation specifying how garbage shall be collected and disposed.
15. Developer/Owner Certification. Shall be required.
16. Flag Lots. Minimum of 50 feet on street.
17. Guarantee of Performance. Shall meet requirements of Section 3.18. The Surety Bond or Letter of Credit provided for subdivisions between the corporate limits and E.T.J. lines shall be payable to the City of Lyford and Willacy County and the specification attached to such Surety Bond or Letter of Credit for such subdivision shall conform to all applicable subdivision requirements of the City of Lyford and Willacy County.

Section 4.24. Development Plat required for Extraterritorial Jurisdiction Area.

1. Any person who proposes the development of a tract of land located within the limits or in the extraterritorial jurisdiction of the municipality must have a development plat of the tract prepared in accordance with this subchapter and the applicable plans, rules, or Ordinances of the municipality.
2. A development plan must be prepared by a registered professional land surveyor as a boundary survey showing the following:
 - A. Each existing or proposed building, structure, or improvement or proposed modification of the building, structure, or improvement involving a change of the building, structure, or improvement, and
 - B. Each easement and right-of-way within or abutting the boundary of the surveyed property; and
 - C. The dimensions of each street, sidewalk, alley, square, park, or other part of the property intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, sidewalk, alley, square, park, or other part.
3. New development may not begin on the property until the development plat is filed with and approved by the municipality.
4. If a person is required under Section 3.16 or an Ordinance of the municipality to file a subdivision plat, a development plat is not required in addition to the subdivision plat.
5. Restriction on issuance of building and other permits by the municipality, County, or official of a governmental entity. The municipality, a County, or an official of another governmental entity may not issue a building permit or any other type of permit for development on lots or tracts subject to this subchapter until a development plat is filed with and approved by the municipality.
6. Approval of Development Plat. The municipality shall endorse approval on a development plat filed with it if the plat conforms to:
 - A. The general plans, rules and ordinances of the municipality concerning its current and future streets, sidewalks, alleys, parks, playgrounds, and public utility facilities, and

- B. The general plans, rules and ordinances for the extension of the municipality or the extension, improvement, or widening of its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities.
7. Effect of Approval on Dedication. The approval of a development plat is not considered an acceptance of any proposed dedication for public use or use by persons other than the owner of the property covered by the plat and does not impose on the municipality any duty regarding the maintenance or improvement of any purportedly dedicated parts until the municipality's governing body makes an actual appropriation of the dedicated parts by formal acceptance, entry, use or improvement.
8. Building Permits within the Extraterritorial Jurisdiction Area. This does not authorize the municipality to require municipal building permits or otherwise enforce the municipality's building code in its extraterritorial jurisdiction.
9. Enforcement and Penalty.
- A. If it appears that a violation or threat of a violation of this subchapter or a plan, rule, or ordinance adopted under this subchapter or consistent with this subchapter exists, the municipality is entitled to appropriate injunctive relief against the person who committed, is committing, or is threatening to commit the violation.
- B. A suit for injunctive relief may be brought in the county in which the defendant resides, the county in which the violation or threat of violation occurs, or any county in which the municipality is wholly or partly located.
- C. In suit to enjoin a violation or threat of a violation of this subchapter or a plan, rule, ordinance, or other order adopted under this subchapter, the court may grant the municipality any prohibitory or mandatory injunction warranted by the facts including a temporary restraining order, temporary injunction, or permanent injunction.
- D. A person commits an offense if the person violates this subchapter or a plan, rule, or ordinance adopted under this subchapter or consistent with this subsection is a Class C misdemeanor. Each day the violation continues constitutes a separate offense.
- E. A suit under this section shall be given precedence over all other cases of a different nature on the docket of the trial or appellate court.
- F. It is no defense to a criminal or civil suit under this section than an agency of government other than the municipality issued a license or permit authorizing the construction, repair, or alteration of any building, structure, or improvement. It also is no defense that the defendant had no knowledge of this subchapter or of an applicable plan, rule, or ordinance.

Section 4.25. Variances

1. The Planning and Zoning Commission may recommend to the City Council a variance from these regulations when, in its opinion, undue hardship will result from requiring strict compliance. The only variance that cannot be granted will be in the area of paving, curb and gutter for subdivisions located within the city limits of Lyford. Variances from the paving, curb and gutter requirements

hereunder may be recommended by the Planning and Zoning Commission and granted by the City Council for subdivisions located outside the city limits of Lyford, but within the statutory extraterritorial jurisdiction of the City. All plats submitted must conform to the requirements of this Ordinance.

2. Any variances requested must be submitted in writing by separate instrument at the time the preliminary plat is filed with the Planning and Zoning Commission. In recommending a variance, the Planning and Zoning Commission and the City Council shall prescribe only conditions deemed necessary or desirable in the public interest. In making the finding herein below required, the Planning and Zoning Commission and the City Council shall take into account the nature of the proposed uses of the land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and on the public health, safety, convenience and welfare in the City.
3. No variance shall be approved unless the Planning and Zoning Commission and the City Council find:
 - A. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of his/her land; and
 - B. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
 - C. That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and
 - D. That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provision of this ordinance. Such finding of the Planning and Zoning Commission, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the Planning and Zoning Commission meeting at which such variance is recommended. Variances may be recommended only when in harmony with the general purpose and intent of this Ordinance so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.
 - E. Nothing herein shall prohibit a variance request being initiated or approved by the Planning and Zoning Commission or the City Council upon its own motion and upon a showing of special circumstances or conditions existing in the immediate vicinity of the land involved such that the strict application of the provisions of this ordinance would be to the detriment of the general health, safety, and welfare of the citizens of the City as they are related to the areas of traffic movement, utility extension, fire and police protection, and storm sewer and drainage installation.
 - F. All variances must be submitted to the City Council for approval or disapproval. A vote of 4/5 of the City Council shall be required to override a recommendation for/or against a variance from the Planning and Zoning Commission. In granting a variance, the City Council shall comply with the provisions of this section.
 - G. A variance shall cease upon change of ownership or use.

Division 5. Enforcement.**Section 5.1. Oversight.**

The owner, by submitting a plat, acknowledges the authority of the City and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.

Section 5.2. General Enforcement Authority.

1. The provisions of this Ordinance are enforceable pursuant to the specific provisions hereof related to enforcement and state law including Water Code, Chapter 7 and §§16.352, 16.353, 16.3535, 16.354, and 16.3545, and Local Government Code, §212.0175 and §212.018.
2. The City may elect, at its sole option, to enforce this ordinance by one or more of the following options.
 - A. Denial of plat approval. No plat shall be recorded nor shall any court clerk record a plat that has not received the prior approval of the appropriate City Council or Planning and Zoning Commission.
 - B. Institute appropriate action in a court of competent jurisdiction to enforce the provisions of this ordinance.
 - C. Denial of public utilities.
 - D. Denial of building permit.
 - E. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined in any sum not more than Five-Hundred (\$500.00) Dollars, and each day such violation continues shall constitute a separate offense.

Section 5.3 Effective Date

This ordinance shall take effect immediately upon approval.

**APPENDIX 1.
SAMPLE FORM FOR WATER SERVICE AGREEMENT**

**AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED
_____ SUBDIVISION**

PARTIES: This Agreement is by and between the Utility and the Subdivider, to wit:
The Utility is the governing board or owner of a retail public utility which supplies of drinking water known as _____.

The Subdivider is _____,
who is the owner, or the authorized agent of the owner, of a tract of land in Willacy County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as _____.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board’s Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to the City of Lyford for its approval. The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility’s public water system. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions (the anticipated water flow) to be approximately _____ gallons daily.

The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision’s water distribution system has been connected to the Utility’s water supply system.

The Subdivider covenants that the water distribution system will be constructed as shown in the Plans and as provided for through the plat-approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The Subdivider has paid the Utility the sum of \$ _____ which sum represents the total costs of water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the Utility’s water supply system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by the City of Lyford or by a municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____, 20____.

The Utility

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

The Subdivider

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

APPENDIX 2.
SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED
_____ SUBDIVISION

PARTIES: This Agreement is by and between the Utility and the Subdivider, to wit:
The Utility is the governing board or owner of a retail public utility which provides wastewater treatment and is known as _____.

The Subdivider is _____,
who is the owner, or the authorized agent of the owner, of a tract of land in Willacy County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as _____.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board’s Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to the City of Lyford for its approval. The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility’s wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the wastewater flow projected from the Subdivision under fully built-out conditions (the projected wastewater flow) to be approximately _____ gallons daily.

The Utility covenants that it has or will have the capacity to treat the projected wastewater flow, and that it will treat that wastewater flow for at least thirty years. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision’s wastewater collection system has been connected to the Utility’s wastewater treatment plant.

The Subdivider covenants that the wastewater collection system will be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the wastewater collection system.

The Subdivider has paid the Utility the sum of \$ _____ which sum represents the total costs of tap fees, capital recovery charges, and other fees associated with connecting the individual lots in the Subdivision to the Utility’s wastewater collection and treatment system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by the City of Lyford or by the County whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____, 20____.

The Utility

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

The Subdivider

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

**APPENDIX 3:
SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM**

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the City of Lyford and the Subdivider. The Subdivider is _____, who is the owner, or the authorized agent of owner, of a tract of land located within the geographic area and jurisdiction of the City.

2. Effective Date. This Agreement is effective on the date the City approves the final plat for the subdivision described in Paragraph 3 of this agreement (the Effective Date).

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in City's File Number (the Subdivision) and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the Property); and

4. Subdivider seeks authorization from the City to subdivide the Property in accordance with the requirements imposed by Texas statute and the City's ordinances, regulations, and other requirements; and

5. City ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and

6. The purpose of this Agreement is to protect the City from the expense of completing subdivision improvements required to be installed by the Subdivider; and

7. This agreement is authorized by and consistent with state law and the City's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with City orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvements shall be constructed in conformity to the City's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the City prior to commencement of construction, and subject to inspection, certification, and acceptance by the City.

9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the Completion Date); provided, however, that if the Subdivider or the Issuer delivers to the City no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the City a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the City accepts the dedication of a completed Improvement or group of Improvements (the Warranty Period), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdividers's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the City's acceptance of dedication of any of the Improvements, the City may require the Subdivider to post a maintenance bond or other financial security acceptable to the City to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the City shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the City.

11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the City, a cash deposit to be held by the City in escrow, or an irrevocable letter of credit in the amount of _____ Dollars (\$_____) (the Stated Amount), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the City, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the City's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the Issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the City may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this agreement. A letter

of credit satisfying the criteria of this Paragraph (and any substitute or confirming letter of credit) is referenced to in this agreement as the "Letter of Credit."

12. **Reduction In Letter of Credit.** After the acceptance of any Improvement, the amount which the City is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this agreement or the Letter of Credit, the City shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the City shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the City determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the City shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the City estimates to be the cost of completing all Improvements, which are incomplete as of the time of such estimate.

City's Obligations

13. **Inspection and Certificate.** The City agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with City standards and specifications. The inspections and certifications will be conducted in accordance with standard City policies and requirements. The Subdivider grants the City, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.

14. **Notice of Defect.** The City will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the City may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. **Use of Proceeds.** The City will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the City's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the City pursuant to one or more draws under the Letter of Credit shall be maintained by the City in an interest

bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the City. The City may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the City, or in accordance with the terms of a written construction contract between the City and a third party for the construction of Improvements. Escrowed Funds not used or held by the City for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the City to the Issuer of the Letter of Credit no later than sixty (60) days following the City's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the City shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the City intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the City shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. Cost Participation by City. If the City and Subdivider agree the City will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.

18. Conditions of Draw on Security The City may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

- (a) Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
 - (b) Subdivider's failure to renew or replace the Letter of Credit at least forty-five (45) days prior to the expiration date of the Letter of Credit;
 - (c) Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the minimum rating acceptable to the City, in accordance with Paragraph 11 of this Agreement;
- or
- (d) Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The City shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the City shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the City intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation

of a draft on the Letter of Credit, unless, in the reasonable opinion of the City, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the City shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraphs (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraphs (b) or (c), the Issuer or the Subdivider may deliver to the City a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the City a substitute or confirming Letter of Credit.

19. Procedures for Drawing on the Letter of Credit. The City may draw upon the Letter of Credit in accordance with Paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft, which exhausts the Stated Amount of such Letter of Credit. The City may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with the terms of the Letter of Credit.

20. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the City's requirements, procedures, and specifications. For Improvements upon which construction has not begun, the estimated cost of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.

21. Remedies. The remedies available to the City, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

22. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9, 10, 11, 12, 15, 16, 18, 19, 21, 22, 23, 25, 26, 27, 28, 29, 30, 32, and 36 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

23. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the City (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the City in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.

24. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the City harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the City if the City is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the City. Notwithstanding anything to the contrary contained in this agreement, the Subdivider does not agree to indemnify and hold the City harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the City, its agents, contractors, employees, tenants, or licensees.

25. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the City, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

26. Attorney's Fees. Should either party or the Issuer, to the extent Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

27. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the City. The City's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The City agrees to release or reduce, as appropriate, the Letter of Credit provided by the Subdivider if it accepts substitute security for all or any portion of the

Improvements. The City, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

28. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

29. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider:

Attn: _____
Printed Name: _____
Office or Position: _____
Address: _____

if to City:

Attn: _____
Printed Name: _____
Office or Position: _____
Address: _____

if to the Issuer: at Issuer’s address shown on the Letter of Credit.

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party’s change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

30. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

31. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for Willacy County, Texas, or the United States District Court for the _____ District of Texas, _____ Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Letter of Credit pursuant to the terms of this Agreement,

expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

32. Release Upon Completion. Upon acceptance of all Improvements, the City agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the City for the completion of the Improvements.

33. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this agreement are for convenience only and shall not be considered in construing this agreement.

34. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

35. Authorization to Complete Blanks. By signing and delivering this agreement to the appropriate official of the City, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.

36. Binding Agreement. The execution and delivery of this agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the City. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.

EXECUTED by the parties to be effective as of the _____ day of _____, 20_____.

City Official

Subdivider

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and City agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the

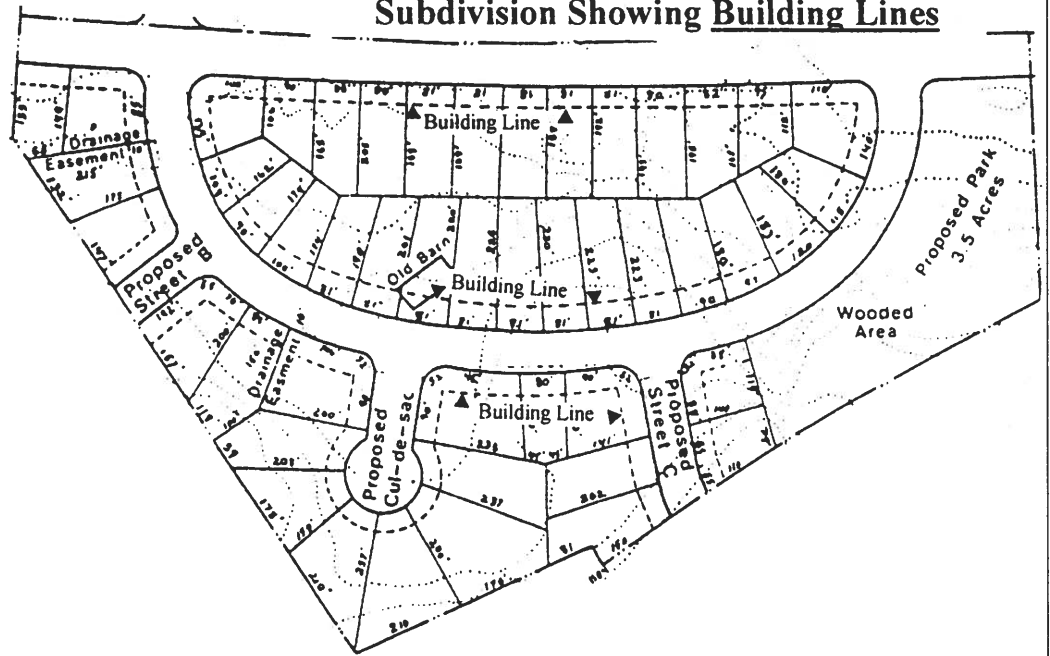
Subdivision Improvements). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the City in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
a)	
b)	
c)	

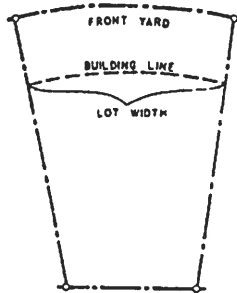
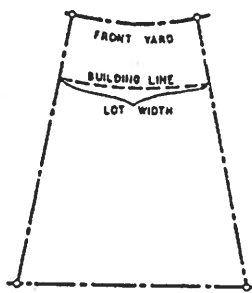
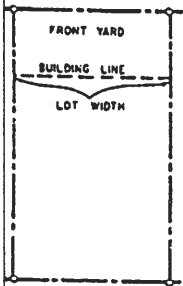
GRAPHIC ILLUSTRATIONS

APPENDIX 1.
GRAPHIC ILLUSTRATIONS

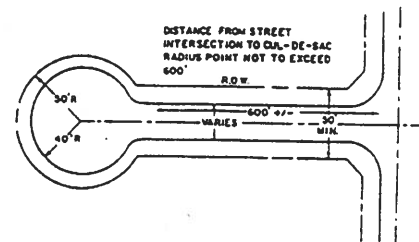
Subdivision Showing Building Lines



LOT WIDTH



RESIDENTIAL STREETS



LOT DEPTH

